

The York County Board of Commissioners met according to law on June 15, 2010 at 9:42 a.m. as per notice in the York News Times on June 10, 2010, with Chairman Augustus M. Brown, Jr., with Steve Neujahr, Eugene Bergen, Kurt Bulgrin and Patricia Bredenkamp. Also present were Melanie Wilkinson, correspondent for the York News Times; Tom Shellington and Paul Buller.

The agenda of the meeting was posted on the bulletin board in the County Clerk’s office and a copy of the agenda was made available to each Commissioner.

Brown announced that the Open Meetings Law was posted outside the door along with copies in the back of the Board room. Proof of publication was also available.

The Board met with Elected Officials and Department heads prior to the regular meeting. No action was taken.

Moved by Bergen, seconded by Bulgrin to approve the minutes of the York County Commissioners meeting of Tuesday, June 1, 2010; roll call: yeas, Bergen, Bulgrin, Bredenkamp and Brown; nays, none; Neujahr abstained; motion carried.

Moved by Bulgrin, seconded by Bergen to approve the agenda for the Board of Commissioners for Tuesday, June 15, 2010; roll call: yeas, Bulgrin, Bergen, Bredenkamp, Neujahr and Brown; nays, none; motion carried. The Board was advised that the agenda item regarding Vicki Due of Four Corners Health Department will be tabled to a future date.

The Board reviewed the General Assistance requests.

Moved by Bredenkamp, seconded by Bulgrin to approve General Assistance Case #10-24 for rent payable to Nadia Edemeier (landlord) in the amount of \$380.00; roll call: yeas, Bredenkamp, Bulgrin, Neujahr, Bergen and Brown; nays, none; motion carried.

The Board reviewed the payroll and vendor claims.

Moved by Bulgrin, seconded by Bergen to approve the payroll and vendor claims including the additional claims to Dell – \$821.85; Data Tech - \$250.00; Windstream – \$821.85; Eakes Office \$264.98 & \$52.50; GIS Workshop - \$7,000.00 and Crop Production Services, Inc. - \$1,192.32 with the exception of \$88.19 payable to Lori Byers for reimbursement; roll call: yeas, Bulgrin, Bergen, Neujahr, Bredenkamp and Brown; nays, none; motion carried.

<u>Fund</u>	<u>Name</u>	<u>Description</u>	<u>Total</u>
Rd	Ace Irrigation and Mfg	Culverts	9,100.32
Rd	Ace Machine Shop and Sales Inc.	Repair Parts	1,024.58
Rd	Bader’s Highway & Street	Asphaltic	8,389.92
Aging	Bag N Save	Supplies	2,398.25
Gen	Bob Barker Company, Inc.	Supplies	475.25
Rd	Baum Hydraulics Corp	Repair Parts	85.31
Rd	Beaver Bearing Co. of York, LLC	Repair Parts	8.70
Rd	Black Hills Energy	Heating Fuels	85.21
Gen	Blue Knight Security	Security Contract	840.00
Gen	Marjorie Braman	Retirement	11.00
Gen, Aging	Lori Byers	Reimbursement	483.29
Rd	Car Parts Inc.	Repair Parts	421.10
Gen	Centre Place Dental, P.C.	Medical-Prisoners	309.00
Gen	Charlie’s U Save Pharmacy	Medical-Prisoners	876.33
Gen	Gary Charlton	Retirement	11.00
Gen, Rd	City of York	Water, Contract	4,257.97
Rd	Compulink, LTD.	Computer Consultation	1,000.00
Rd	Constellation NewEnergy Gas Div	Heating Fuels	193.33
Rd	Constructors, Inc.	Asphaltic	18,200.00
Gen	Cornerstone Bank	Office Supplies	12.73
Data Proc, Debt Services	Cornerstone Bank	Bond Payment	455,646.60
Rd	Cornhusker Cleaning Systems Inc.	Shop Supplies	149.96
Weed	Crop Production Services	Weed Control	3,155.82
Rd	Cross-Dillon Tire	Tire Repair	4,501.00
Gen	Crossroads Fuel Stop	Fuel	68.20
Gen	Data Tech Computer Serv	Data Proc Equipment	250.00
Gen	Dell Marketing L.P.	Office Supplies	2,030.54
Weed	Doug Deprez	Reimbursement	180.00
Rd	Terry Dickes	Mileage	256.30
Gen	Dodge County Sheriff’s Office	Court Costs	6.00
Aging	Karen Doran	Mileage	38.00
Rd	Randy Doremus	Reimbursement	50.30
Gen	Dugan Business Forms	Office Supplies	767.00
Gen, Rd, Aging	Eakes Office Plus	Office Supplies	6,399.95
Visitors Prom	Fairway Outdoor Advertising, LLC	Billboard Rental	435.00
Rd	Farm Plan	Repair Parts	1,802.89
Rd	Fastenal Industrial & Const Supply	Shop Supplies	16.92
Rd	Fehlhafer’s Inc.	Repair Parts	850.54

Rd	Filter Care	Repair Parts	55.00
Gen	First Concord Benefits Group, LLC	Insurance	255.00
Gen	Stephen fisher	Mileage	99.00
Gen	Galls, An Aramark Company	Uniform Allowance	167.71
Rd	Garrett Tires & Treads – GI	Tire Repair	1,757.80
Gen	GIS Workshop	Contract	7,000.00
Gen, Rd	Grand Central Foods	Board of Prisoners	2,589.87
Gen	Great Plains Pest Management	Building Maintenance	153.00
Gen	Greater York Area Chamber of Comm	Meals	10.00
Aging	Carolyn Hambleton	Mileage	29.50
Gen	Harry Hecht	Retirement	16.00
Gem	Heiden Surveying	Contractual Services	1,500.00
Gen	Home Care Plus	Medical-Prisoners	152.00
Gen	Hometown Leasing	Equipment Rental	371.92
Inher Tax	Hooker Bros. Sand & Gravel, Inc.	Gravel	28,909.06
Rd	Hradec Diesel	Repair Parts	335.61
Aging	Hunters Restaurant	Meals	155.25
Gen	Hy-Tec Auto Service	Vehicle Maintenance	124.38
Rd	Hydraulic Equipment Service	Repair Parts	4,562.58
Rd	Herb Ihde	Mileage	66.00
Rd	Inland Truck Parts & Service	Repair Parts	3,422.25
Gen	UNL IS Communications Center	Telephone Service	600.00
Gen, Rd	Jackson Services Inc.	Building Maintenance	120.50
Rd	Larry Johnson	Repair Parts	10.00
Inher Tax	Johnson Sand & Gravel Co, Inc.	Gravel	8,530.80
Gen	Judy’s Sewing Studio	Uniform Allowance	26.00
Gen	Kansas State University	Office Equipment	60.10
Rd	Kenway Engineering Inc.	Repair Parts	59.33
Rd	Kimball Midwest	Repair Parts	276.78
Rd	Kirkham Michael Engineers	Engineering	6,536.60
Gen	Kopchos Sanitation, Inc.	Garbage	175.00
Gen	Eileen Krumbach	Mileage	75.00
Rd	Lichti Bros Oil Co Inc.	Fuel	67,278.49
Rd	Linweld, Inc.	Repair Parts	749.96
Rd	Lyle Signs, Inc.	Guard Posts	57.28
Aging	Mainstay Technologies LLC	Internet	39.95
Gen	Maximus, Inc.	Services	2,530.43
Rd	Mead Lumber & Rental – York	Building Supplies	42.17
Aging	Jerri Merklinger	Mileage	82.00
Gen	Microfilm Imaging Systems, Inc.	Data Proc Equipment	256.75
Gen	Midwest Auto Fire Sprinkler Co.	Building Maintenance	343.24
Gen, Data Proc	MIPS Inc.	Data Proc Costs	552.63
Gen	Mogul’s Transmission, Inc.	Vehicle Maintenance	65.76
Gen	Naber’s Repair Service	Supplies	1.77
Gen	NACO	Dues	1,666.94
Gen	Ne County Attorneys Assoc	Dues	1,113.00
Gen, Drug Test	Ne Public Health Environmental Lab	Drug & Alcohol Tests	194.25
Gen, Rd	Ne Public Power District	Electricity	271.32
Visitors Prom	Ne Travel Association	Publication	62.50
Rd	Ne Truck & Equipment Co, Inc.	Repair Parts	1,079.18
Gen	Steve Neujahr	Mileage/Meals	138.63
Inher Tax	Nichols Construction Co	Gravel	7,521.79
Inher Tax	Nitro Construction Inc.	Gravel	4,871.08
Rd	NMC Exchange LLC	Grader Blades	3,765.98
Aging	Anita Norquest	Mileage	69.00
Gen, Aging	North Office Supply	Office Supplies	1,663.62
Gen	O’Keefe Elevator Company, Inc.	Maintenance Agreement	354.53
Rd	O’Reilly Auto Parts	Shop Tools	43.32
Rd	OfficeNet	Office Supplies	59.99
Rd	Orscheln Card Center	Repair Parts	52.37
Rd	Overland Sand & Gravel Company	Concrete	57.38
Inher Tax	Overland Sand & Gravel co	Gravel	32,874.05
Gen	Pamida Stores Operation Co LLC	Medical-Prisoners	221.60
Gen	Paper Tiger Shredding	Services	35.00
Rd	Penner’s Tire & Auto, Inc.	Tire Repair	73.91
Rd	Perennial Public Power District	Electricity	200.73
Gen	Gerald Peterson	Mileage	40.00
Gen	Pieper’s Inc.	Repairs	106.83
Gen	Plains Power & Equip, Inc.	Lawn Equip Repair	13.31
Rd	Power Plan	Repair Parts	151.80

Rd	Power Service Inc.	Repair Parts	6.49
Rd	Pruitt Outdoor Power, Inc.	Repair Parts	68.82
Rd	Rasmussen Auto Parts	Shop Supplies	332.12
Gen	Rasmussen Mechanical Services, Inc.	Building Maintenance	142.20
Gen	Redfield & Company, Inc.	Office Supplies	121.00
Gen	Melvin Reetz	Retirement	12.00
Rd	Sahling Kenworth Inc.	Repair Parts	64.69
Gen	Don Sandman	Mileage/Meals	460.87
Rd	Sapp Bros. Petroleum, Inc.	Fuel	1,049.48
Gen	Secretary of State-Election Div	Office Supplies	5.00
Aging	Service Press	Publication	159.25
Gen	ServiceMaster Clean of York	Office Supplies	235.00
Emer Mgnt	Seward County Courthouse	Office Expenditures	3,444.57
Gen	Seward County Sheriff	Court Costs	111.00
Rd	Shur-Co	Repair Parts	698.52
Rd	Speece Lewis Engineers	Engineering	10,455.00
Gen	Spencer, Fane, Britt, & Browne, LLP	Legal Fees	1,000.00
Gen	Stahr and Associates	Contractual Services	1,700.00
Rd	Standard Battery, Inc.	Repair Parts	78.95
Gen	State of Ne-Das Central Finance	Equip Rental	448.00
Gen	State of Ne-Dist #5 Probation	Office Expenditures	935.91
Gen	Text & Data Technologies Inc.	Maintenance Agreement	1,000.00
Gen	Kelly Thomas	Attorney Fees	496.00
Rd	Tietmeyer Machine	Repair Parts	21.00
Rd	Titan Machinery	Repair Parts	9.90
Rd, Aging	True Value	Repair Parts, Supplies	253.13
Visitors Imprv	University of Nebraska	Special Projects	250.00
Gen	UNL Computer Store	Office Supplies	225.00
Gen, Aging	US Post Office	Postage	676.00
Gen	USI Education and Govt Sales	Office Supplies	146.79
Gen, Rd	Verizon Wireless	Telephone Service	512.75
Rd	Village of Bradshaw	Electricity	10.20
Visitors Prom	Web Tech Solutions	Website Maintenance	67.42
Rd	Weldon Industries, Inc.	Repair Parts	239.75
Gen	West Payment Center	Research Services	145.00
Gen, 911, Rd, Relief	Windstream Communications	Telephone Service	3,461.10
Visitors Prom	York Area Chamber of Commerce	Publication	125.00
Gen	York County Court	Court Costs	323.00
Visitors Prom	York County Development Corp	Office Expenditures	5,209.63
Gen	York County District Court	Court Costs	412.00
Gen, Weed	York County Highway Dept.	Fuel	3,212.05
Gen	York County Sheriff	Reimbursement	897.01
Rd	York Equipment, Inc.	Dozer Tractors	2,852.52
Gen, Drug Testing	York General Hospital	Medical-Prisoners	2,213.50
Rd	York Heating & Air Conditioning	Electrical Supplies	47.00
Gen	York Medical Clinic PC	Medical-Prisoners	152.96
Gen, Rd, Visitors Prom, Aging	York News-Times	Publication	758.12
Gen, Aging	York Printing Company, LLC	Office Supplies	240.29
Gen	York Surgical Associates	Medical-Prisoners	205.00
Gen	York Vacuum Center	Janitorial Equipment	22.00
Gen, Rd, Aging	York Wholesale company	Board of Prisoners	1,129.10
Gen	Zee Medical Service	Medical-Prisoners	48.95
Gen	Gary Zoubek	Mileage	94.50

The Board was advised that it is necessary at this time to transfer the budgeted funds for the Noxious Weed Department from the Miscellaneous General Fund.

Moved by Bulgrin, seconded by Bergen to Adopt Resolution #10-38 transferring \$37,000.00 from Miscellaneous General to the Noxious Weed Fund as budgeted; roll call: yeas, Bulgrin, Bergen, Neujahr, Bredenkamp and Brown; nays, none; motion carried.

RESOLUTION #10-38

WHEREAS, the York County Board of Commissioners met at their regular meeting on the 15th day of June, 2010, and discussed the fact that in the proposed budget for 09-10, the Noxious Weed Fund would be funded by way of interfund transfer from the Miscellaneous General Fund; and

WHEREAS, at this time it is necessary to transfer proposed budgeted funds in order to meet obligations in the amount of \$37,000.

NOW BE IT RESOLVED, that the York County Treasurer shall transfer the sum of \$37,000.00 budgeted dollars from the Miscellaneous General Fund to the Noxious Fund for the budget year of 2009-2010.

Dated this 15th day of June, 2010.

Due to unforeseen expenses which were taken out of the Miscellaneous General Fund, it is necessary at this time to transfer budget authority from within the General Fund. Under the Jail fund, \$75,000 was budgeted as income and expense for boarding of Lancaster County prisoners which has not occurred. Sheriff Radcliff has advised that he would allow that budget authority to be transferred to the Miscellaneous General Fund.

Moved by Bredenkamp, seconded by Bulgrin to adopt Resolution #10-39 to transfer \$75,000 from the budget authority of the Jail to the budget authority of the Miscellaneous General; roll call: yeas, Bredenkamp, Bulgrin, Bergen, Neujahr and Brown; nays, none; motion carried.

RESOLUTION #10-39

WHEREAS, the York County Board of Commissioners met at their regular meeting on the 15th day of June, 2010, to discuss and act on an emergency created in the funds available in the budget of the Miscellaneous General to operate until the end of the fiscal year which will be completed on June 30, 2010; and

WHEREAS, unanticipated operating expenses have been required as a result of EPC cases, legal research fees with Westlaw and the institution of time clocks for county offices; and

WHEREAS, the York County Board of Commissioners has been advised that a deficit appropriation in the sum of \$75,000 will be required to complete the obligations of its offices for the fiscal year ending June 30, 2010.

NOW THEREFORE, BE IT RESOLVED, that the York County Board of Commissioners hereby finds and declares that an emergency exists in the budget of the Miscellaneous General and hereby appropriates from the General Fund-County Jail-Boarding Contracts the sum of \$75,000.00 for the budget of the Miscellaneous General for the remainder of the fiscal year ending June 30, 2010 for payment of claims.

Dated this 15th day of June, 2010.

In the past, the City of Lincoln, Nebraska doing business as Aging Partners Personal and Family Services has entered into a contract with York County for Care Management Services. The contract has been reviewed by the Board and the County Attorney.

Moved by Bulgrin, seconded by Neujahr to authorize you as the Chairman to sign the contract adopting the Lincoln Area on Aging York County Care Management for the period of July 1, 2010 through June 30, 2011; roll call: yeas, Bulgrin, Neujahr, Bredenkamp, Bergen and Brown; nays, none; motion carried.

SERVICE CONTRACT

Aging Partners

Personal and Family Services - Care Management Unit

I. INTRODUCTION

This Agreement dated July 1, 2010, by and between the City of Lincoln, doing business as, Aging Partners Personal and Family Services hereinafter referred to as "CMU" and the County of York, Nebraska, hereinafter referred to as "Contractor" for Care Management services to residents of York County, Nebraska.

The CMU desires to hire the Contractor to provide assessment, screening and care management services to its citizens, and to offset certain costs associated with the delivery of services to York County residents.

II. SERVICES

The Parties agree that the Contractor shall:

1. Emphasize a client centered approach which fits services to the older person's needs, circumstances, and wishes.
2. Ensure the safety and well-being of the older person and to maximize his or her level of independence.
3. Provide the least intrusive assistance to older persons whose lifestyles have been jeopardized by the losses and inadequacies in their lives.
4. Provide a level of advocacy that ensures older persons have full access to services and sufficient knowledge to make informed and appropriate choices.
5. Promote a cooperative service environment which permits family members and other agencies to participate in the development and achievement of care management objectives.
6. The target population shall be defined as those persons who are age 60 years or older, are residents of York County, and whose circumstances are such that they may be considered

to be at-risk to the extent defined below:

Vulnerable elderly have significantly diminished personal abilities to cope with the life circumstances they face. These individuals may not be able to meet their own basic needs, maintain their independence, or ensure their safety and well-being. Their problems are due to the combined effects of debilitating physical, emotional, or mental conditions. These problems may be further aggravated by the disruption of, or lack of social and environmental supports.

Characteristically, vulnerable elderly persons lack the natural supports and assistance provided by actively involved family and friends. Their condition requires that they seek support from medical and social service providers. Yet, their condition hampers their ability to identify their own needs, make arrangements for and coordinate their own care. Without the intervention of a coordinated service effort, vulnerable elderly adults face the prospect of unnecessarily losing their independence.

7. Employ or contract with qualified individual(s) who will serve in the capacity of a County care manager and provide the following services:

A. Screening. To identify older persons who are at-risk due to complex care needs and inadequate compensating supports, and determine their eligibility for service on a fee-for-service basis.

B. Assessment. To collect necessary information about a client to determine need and/or eligibility for a service. Information collected may include demographics, health status, financial status, etc. Collection of data included gathering data through visits with the client and those working with or associated with the client, observed environmental evidence, and employing a standardized questionnaire.

C. Care Plan Development and Coordination. Care plan development and coordination is defined as the development of a personalized plan of care with the client's participation and approval, using the client's own family and community resources to accomplish specific agreed-upon goals of care.

D. Care Plan Review. To periodically monitor the delivery of services to each client and review the client's plan to determine if the plan remains appropriate.

E. Client Referral. Linkage of the client with the appropriate community resource(s) to ensure necessary services will be delivered to the client. Must include contact and follow-up with the provider and client.

F. Consultation. Collaboration as part of the interdisciplinary process to assist the client with identifying needs, resource availability, choices leading to the development of the long-term care plan, and the continuing appropriateness and effectiveness of the services being delivered as outlined.

8. To participate in the Nebraska Department of Health and Human Service's Care Management Program. To designate a qualified County care manager(s). To comply with the provisions of LB42 and the Nebraska Department of Health and Human Services Regulations as they are expressed in Aging Partners Personal and Family Services Approved Plan of Operation and the CMU Policy and Operations Manual.

9. Care managers shall have a current Nebraska license as a registered nurse, or baccalaureate or graduate degree in the human services field, or a certification under the Nebraska Social Work Law, and at least two years of experience in long-term care, gerontology, or community health. Candidates claiming licensure as a qualification for employment as a County care manager will be required to furnish proof. County care managers will hold a valid driver's license and furnish their own transportation.

10. When designated County care managers bear other responsibilities within the County Aging Services Program, the delivery of care management services will be regarded as a priority. As a general standard, County care managers must be available to conduct a face-to-face assessment within 24 hours of the receipt of an emergency referral or within two working days in a non-emergency situation.

11. A designated member of the CMU staff will participate in the selection of County care managers to ensure minimum qualifications are met and the most suitable candidate is selected for the position. No candidate will be designated for affiliation with the Care Management Program without the prior approval of the CMU.

12. County care managers will be required to satisfactorily complete orientation and training prior to entering the position. After initial training, County care managers will be required to participate in case review and in-service training activities.

13. County care managers shall be accountable to the Care Management Supervisor's and Care Management Consultant's delegated responsibility to consult with them in the provision of service. The County's case manager will call to consult with the care management supervisor when they need input on significant or unclear casework situations. Care management cases will be reviewed at specified intervals in the delivery of service.

14. County care managers will be subject to the regulations and standards of the Nebraska Department of Health and Human Services Care Management Program and are subject to monitoring by the State of Nebraska and Aging Partners Personal and Family Services.

15. To furnish County care managers with accessible office space, the use of a telephone, secure file cabinets, and necessary office supplies.

16. Eligible recipients of care management services will be charged a fee based on a sliding-fee scale established by the Nebraska Department of Health and Human Services at a base rate of \$47.00 per hour. County care managers will prepare and submit to the CMU a monthly summary of service activities for each client who has received care management services.

17. The CMU will prepare itemized statements, based on the summary of service activity, and bill both the service recipient and Nebraska Department of Health and Human Services for services rendered. Service recipients will make payment to the Aging Partners Personal and Family Services. CMU will reimburse to the County Care Management program.

18. Certain older residents of the County will be exempted from paying fees for service, as defined in the CMU Policy and Operations Manual. These exempt individuals will be provided care management service directly by CMU without charge. Generally, these individuals suffer limitations which prevent them from knowingly authorizing service on a fee-for-service basis.

19. County care managers will be required to maintain complete, accurate, and up-to-date documentation of all services rendered. A service file containing all service related documents will be maintained for each individual served. Records will be maintained using the standardized forms required by the Nebraska Department of Health and Human Services and the CMU.

20. County care managers will provide service in conformance with the Nebraska Department of Health and Human Services approved policies and procedures of the CMU as they are described in the CMU Policies and Operations Manual.

The Parties agree that the CMU shall:

1. The CMU will furnish the Contractor technical assistance in implementing, promoting, and providing Care management services. The CMU will maintain regular contact and respond to requests for technical assistance in a timely manner.

2. The CMU will furnish support and assistance in developing coordinated relationships with other agencies, institutions, programs, and services related to Care management services.

3. The CMU will furnish technical assistance in carrying out a standardized selection process. A designated member of the CMU staff will participate in the selection process.

4. The CMU will provide County care managers an orientation to Care management services and training prior to assuming the position. Additionally, the CMU will organize regular case review meetings and provide continuing in-service training to County care managers.

5. The CMU will regularly consult with County care managers to support and guide them in the provision of service. Designated staff of the CMU will review care management cases at specified intervals in the delivery of service.

6. Designated staff of the CMU will monitor Care Management activities performed by the County care managers.

7. The CMU will regularly report to the Advisory Board of the County Aging Services program regarding the delivery of care management services. Further, the CMU will seek the advice and guidance of the Advisory Board in matters pertaining to the delivery of care management services in the County.

III. COMPENSATION

The CMU agrees to pay the Contractor for each hour of Care Management Services, as defined by the Nebraska Department of Health and Human Services regulations, provided to eligible older residents of the County. The contractor shall be paid at the rate of Twenty-Five Dollars per hour (\$25.00), for the delivery of care management services for the period of July 1, 2010, through June 30, 2011. The amount for the contract period shall not exceed Ten Thousand Dollars (\$10,000), without the expressed written authorization of Director of Aging Partners.

IV. TERM-COMPLETION

The term of this Agreement shall commence July 1, 2010, and shall continue until completion of all of the obligations of this Agreement, but in no event longer than June 30, 2011. The Parties may choose to exercise one option of renewal for a one year period. The option of renewal shall be a written agreement initiated by CMU. Prior to completion, CMU and the Contractor may meet to discuss the future of the Program.

V. TERMINATION FOR CONVENIENCE

CMU has the right to terminate this Agreement for any reason for the CMU's own convenience. If CMU terminates this Agreement for convenience, written notification shall be provided to the Contractor, and the Agreement shall terminate without penalty or expense to CMU.

VI. TERMINATION

Either party has the right to terminate this Agreement if the other party fails to perform as required in this Agreement. Termination rights under this section may be exercised only after the nonbreaching party notifies the breaching party of the failure to perform in writing upon giving the other party fourteen (14) days written notice.

VII. LACK OF FUNDING TERMINATION

CMU may terminate this Agreement in whole or in part when funding is no longer available for expenditures or when sources of funding are terminated, suspended, reduced, released, or otherwise not forthcoming through no fault of CMU. In the event of unavailability of funds to pay any amounts due under this Agreement, CMU shall immediately notify the Contractor, and this Agreement shall terminate without penalty or expense to CMU.

VIII. DUTIES GENERALLY

The Contractor agrees as follows:

A. To timely and professionally complete the Services as described above, and to furnish all labor, materials, equipment, and pay all costs, including any taxes, to complete the Services.

B. To furnish everything reasonably necessary to complete the Services unless specifically provided otherwise in this Agreement.

C. To apply for and obtain any and all necessary permits, certifications, licenses, variances, certifications and approvals required by any applicable law or regulations that relate to Contractor or the Services.

D. Provide and perform all necessary labor in a professional and workmanlike manner and in accordance with the provisions of this Agreement.

E. Provide only trained, qualified employees to provide Services. These employees shall be under the supervision of the Contractor at all times.

IX. PRIVACY

CMU is not a “covered entity” for purposes of HIPAA, however, the Contractor agrees that it will treat client information in a manner consistent with HIPAA’s requirements for Protected Health Information (PHI). Specifically, the Contractor agrees that it shall:

A. Use appropriate safeguards to prevent misuse or inappropriate disclosure of client information.

B. Make client information available to clients in a manner not inconsistent with HIPAA;

C. Require all employees to comply with such restrictions;

D. Report any improper use or disclosure of client information immediately to CMU.

All services, including reports, opinions, and information to be furnished under this Agreement shall be considered confidential and shall not be divulged, in whole or in part, to any person other than to duly authorized representatives of CMU, without the prior written approval of CMU. The Contractor assumes liability for any breach of confidentiality that may occur through the action of the Contractor, Contractor employees, and anyone directly or indirectly employed by Contractor.

X. TRADE PRACTICES

Contractor represents to CMU that the services to be performed under this Agreement shall be in accordance with accepted and established practices and procedures recognized as such in Contractor’s trade in general and the Contractor’s services shall conform to the requirements of this Agreement.

XI. INDEPENDENT CONTRACTOR

CMU is interested only in the results produced by this Agreement. The Contractor shall perform as an independent contractor and it is expressly understood that the Contractor and Contractor’s employees are not an employee of the City of Lincoln and are not entitled to any City of Lincoln employee benefits including, but not limited to, overtime, retirement benefits, worker’s compensation, sick leave, or injury leave.

The Contractor covenants that it has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by it under this Agreement.

XII. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify defend and Hold Harmless City of Lincoln, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from performance of this Agreement, that results in any Claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom, and that are caused in whole or in part by the intentional or negligent act or omission of the Contractor or the Contractor’s employees, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable. This section shall not require the Contractor to indemnify or Hold Harmless City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the negligence of CMU. City of Lincoln does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement. This section survives any termination of this Agreement.

XIII. INSURANCE

In this connection with this Agreement, the Contractor shall carry insurance in the following kinds

and minimum limits as indicated:

General Liability Insurance shall be maintained during the life of this contract, naming And protecting the Contractor and City of Lincoln, its officials, employees and volunteers as insured, against claims for damages resulting from (a) all acts or omissions, (b) bodily injury, including wrongful death, c) personal injury liability, and (d) properties damage which may arise from operations under this contract whether such operations by Contractor and Contractor’s employees, or those directly or indirectly employed by Contractor. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

- 1. All acts or omission \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
- 2. Bodily Injury/Property Damage - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
- 3. Personal Injury Damage - 1,000,000 each Occurrence; and
- 4. Contractual Liability - 1,000,000 each Occurrence; and
- 5. Products Liability and Completed Operations - 1,000,000 each Occurrence

The Contractor’s Certificate of Insurance shall be attached to this Agreement and made part of this Agreement by reference. The Contractor shall notify CMU if its insurance is to expire and provide CMU with a new Certificate of Insurance.

XIV. FAIR EMPLOYMENT PRACTICES

The Contractor shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person’s race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08 and Section §48-1122, Nebraska Reissue Revised Statutes of 1998.

XV. FAIR LABOR STANDARDS

The Contractor shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, Nebraska Reissue Revised Statutes of 1996.

XVI. NEBRASKA LAW

This Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

XVII. INTEGRATION, AMENDMENTS, ASSIGNMENT

This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of both parties. This Agreement may not be assigned without the prior written consent of the other party.

XVIII. SEVERABILITY & SAVINGS CLAUSE

Each section and each subdivision of a section of this Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Agreement and invalidity of any section or subdivision of a section of this Agreement shall not invalidate any other section or subdivision of a section thereof.

XIX. CAPACITY

The undersigned person representing the Contractor does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind Contractor to this Agreement.

IN WITNESS WHEREOF, Contractor and the City of Lincoln do hereby execute this Agreement.

Dated this 15th day of June, 2010.

A notice was received stating an increase in the premium of Madison National Life for life insurance and accidental death and dismemberment for those employees who are not enrolled in Blue Cross Blue Shield health insurance. Following is the current and new premium amounts:

	Current	New
Basic Life	\$.17/\$1,000	\$.18/\$1,000
Basic AD & D	\$.03/\$1,000	\$.03/\$1,000

Moved by Neujahr, seconded by Bergen to sign the agreement with Madison National Life; roll call: yeas, Neujahr, Bergen, Bredenkamp, Bulgrin and Brown; nays, none; motion carried.

The term of Chris Ziegler on the Board of Adjustment expired as of April 24, 2010 or until such time as someone would be appointed.

Orval Stahr, York County Zoning Administrator notified the Board that Mr. Ziegler is willing to be reappointed for an additional 3 year term.

Moved by Bulgrin, seconded by Bredenkamp to reappoint Chris Ziegler to the York County Board of Adjustment for an additional three (3) years; roll call: yeas, Bulgrin, Bredenkamp, Bergen, Neujahr and Brown; nays, none; motion carried.

- A list of Sheriff’s Department surplus property was reviewed by the Board. Included were:
- 5 – Metal shelving units various sizes
 - 1 – Wood shelving unit

1 – metal cabinet

Moved by Neujahr, seconded by Bergen to declare the above county property as surplus property; roll call: yeas, Neujahr, Bergen, Bulgrin, Bredenkamp and Brown; nays, none; motion carried.

Carmen Hinman of Hope Crisis Center presented their annual report and budget request. They serve victims of domestic violence and sexual assault in Fillmore, Jefferson, Gage, Saline, Seward, Thayer and York Counties. In 2009-2010, their request was \$4,563.00. At this time they are requesting a 3% increase for a total of \$4,700. The Board will take the request into consideration when drafting the budget.

During the approval of the payroll and vendor claims, a claim was withheld in the amount of \$88.19 payable to Lori Byers for reimbursement. Ms. Byers informed the Board that receipts which were to be credited to the Area on Aging Fund were incorrectly credited to the General Fund. With these changes, funds will now allow for payment of this claim.

Moved by Bulgrin, seconded by Bredenkamp to approve the \$88.19 claim for mileage reimbursement for Area on Aging; roll call: yeas, Bulgrin, Bredenkamp, Bergen, Neujahr and Brown; nays, none; motion carried.

Committee reports were given.

Bids were opened at 11:00 a.m. for motor graders as advertised on June 4 and June 11, 2010. The following bids were received:

<u>Nebraska Machinery Company – Lincoln, NE</u>			
Cat 140M (AWD)	\$246,830.00		
1997 135H Trade-in	\$69,000.00		
TOTAL		\$177,830.00	
Cat 140M (AWD)		\$246,830.00	
1995 770BH Trade-in	\$39,000.00		
TOTAL		\$207,830.00	
Cat 140M (AWD)		\$246,830.00	
1999 140H Trade-in	\$99,000.00		
TOTAL		\$147,830.00	
Cat 140M (AWD)		\$246,830.00	
2000 770CH Trade-in	\$72,500.00		
TOTAL		\$174,330.00	
Cat 140M (AWD)		\$246,830.00	
2002 772CH	\$80,500.00		
TOTAL		\$166,330.00	

Financing options 3.9% for five years

Cat 140M	\$227,525.00		
1997 135H Trade-in	\$69,000.00		
TOTAL		\$158,525.00	
Cat 140M	\$227,525.00		
1995 770BH Trade-in	\$39,000.00		
TOTAL		\$188,525.00	
Cat 140M	\$227,525.00		
1999 140H Trade-in	\$99,000.00		
TOTAL		\$128,525.00	
Cat 140M	\$227,525.00		
2000 770CH	\$72,500.00		
TOTAL		\$155,025.00	
Cat 140M	\$227,525.00		
2002 772CH	\$80,500.00		
TOTAL		\$147,025.00	

Financing options 3.9% for five years

<u>Murphy Tractor & Equipment – Grand Island, NE</u>			
John Deere 770G (1 ea)	\$204,001.00		
John Deere 772G (1 ea)	\$230,095.00		
135H & 770BH trade-in	\$76,000.00		
TOTAL		\$358,096.00	
Warranty	\$22,307.00		
TOTAL		\$380,403.00	
John Deere 770GP (1 ea)	\$217,040.00		
772GP (1 ea)	\$246,810.00		
135H & 770BH trade-in	\$76,000.00		
TOTAL		\$387,850.00	
Warranty	\$22,307.00		
TOTAL		\$410,157.00	

John Deere 770G (4 units)	\$732,156.00 (\$183,039 each)	
772G (1 unit)	\$206,307.00	
Trade-in of 5 units	\$226,000.00	
TOTAL		\$712,463.00
Warranty (5 units)	\$49,850.00	
TOTAL (5 units)		\$762,313.00
Financing options 3.9%		

John Deere 770GP (4 units)	\$778,708.00 (\$194,677 each)	
772GP (1 unit)	\$221,227.00	
Trade-in of 5 units	\$226,000.00	
TOTAL		\$773,935.00
Warranty (5 units)	\$49,850.00	
TOTAL (5 units)		\$823,785.00
Financing options 3.9%		

Paul Buller and Gary Charlton spoke with the board regarding the grader purchases.

The Board and the Highway Superintendent will review the bids and make a decision at the next board meeting.

County Clerk, Heine and Clerk of the District Court, Ramsey submitted their May 2010 fee reports in the respective amounts of \$14,720.24 and \$1,157.32. The reports were reviewed and placed on file.

Sheriff Radcliff, submitted the March 2010 fee report in the amount of \$5,021.03. The report was reviewed and placed on file.

Treasurer Scavo submitted the May 31, 2010 fund Balances. The report was reviewed and placed on file.

General	\$1,273,548.59
Roads	\$930,181.04
Juvenile Diversion	\$1,868.59
Data Processing	\$4,018.74
Unemployment Security	\$11,595.98
Area on Aging	\$13,267.40
Relief & Medical	\$24,546.37
State Institutions	\$9,695.99
Veterans Aid	\$0.00
Busy Wheels	\$8,459.01
STOP	\$10,815.31
Drug Testing	\$5,530.26
Homeland Security	\$0.00
Debt Service	\$472,669.37
Inheritance Tax	\$1,517,184.48
Emergency Mgmt	\$28,137.62
Law Enforcement Operations	\$28,700.84
Courthouse Bldg	\$9,090.52
Handicapp Access	\$8,190.36
Noxious Weed	\$20,594.51
Ambulance	\$139,519.88
911 Emergency	\$52,403.94
Comm Dev Blk Grant	\$7.47
Visitors Impr	\$122,097.93
Visitors Prom	\$18,465.60

The Chairman declared the meeting adjourned at 12:07 p.m. The next meeting will be June 29, 2010 at 8:30 a.m. with Elected Officials/Department Heads; 9:20 a.m. with the General Assistance Administrator and 9:35 a.m. in the County Commissioners Room, lower level of the Courthouse for the regularly scheduled meeting.

Augustus M. Brown Jr. Chairman
York County Commissioners

Cynthia D. Heine, County Clerk
York, Nebraska